

# EXHIBIT 2

CAUSE NO. 25-0369

FILED FOR RECORD  
HARRISON COUNTY, TEXAS  
CLERK DISTRICT COURT

2025 JUN -2 AM 9:34

MARCIABAYER

Plaintiff

IN THE DISTRICT COURT OF  
HARRISON COUNTY, TEXAS

vs

71st JUDICIAL DISTRICT

DELTA AIRLINES

Defendant.

**PLAINTIFF'S FIRST AMENDED PETITION FOR DAMAGES WITH DISCLOSURES**

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES MARCIA BAYER, Plaintiff in the above-entitled cause, and files this Original Petition for Damages against DELTA AIRLINES, Defendant, and respectfully alleges as follows:

**I. PARTIES AND SERVICE**

Plaintiff MARCIA BAYER is an individual and resident of Harrison County, TX and can be contacted through the email marciabayer2@gmail.com.

Defendant DELTA AIRLINES is a foreign corporation authorized to do business in the State of Texas, and can be served with process by CERTIFIED MAIL serving its registered agent for service of process, CORPORATION SERVICE COMPANY (CSC), 1201 Hays Street, Tallahassee, FL 32301-2525, or wherever they may be found.

**II. JURISDICTION AND VENUE**

This Court has subject matter jurisdiction under 28 U.S.C. § 1332, as the parties are citizens of different states and the amount in controversy exceeds \$75,000.

Venue is proper in this district under 28 U.S.C. § 1391, as Plaintiff resides in this district and the Defendant conducts business within this district.

### III. STATEMENT OF FACTS

On December 26th, 2024, Plaintiff ABC received the urgent news that her father was in the Intensive Care Unit (ICU) at a hospital in Rio de Janeiro, Brazil, requiring immediate surgery. The hospital advised that the surgery could only proceed if the children of the patient authorized it.

In response to this urgent situation, Plaintiff purchased by DELTA AIR LINES an international flight from Dallas, Texas (USA) to Rio de Janeiro, Brazil, departing on December 28th, 2024 at 3:45PM and arriving on December 29th at 8:20AM.

**TRIP DETAILS 1: Fly DL512 depart at 3:45PM (Dallas to Atlanta) + Fly DL61 (Atlanta to Rio de Janeiro) arrive at 8:20AM**

And returning fly from Brazil to USA by UNITED AIR LINES on December 30th, 2024 at 10:15PM and arriving on December 31st, 2024 at 11:31AM.

**TRIP DETAILS 2: Fly UA63 depart at 10:15PM (BR to Houston) + Fly UA4952 (Houston to Shreveport) arrive at 11:31AM**

The total cost of the flight was approximate \$2,000.00.

The original itinerary provided by Defendant was a direct flight from the DALLAS/TX to RIO DE JANEIRO/BR with a connection in ATLANTA. However, due to inclement MECHANICAL REASONS on December 28th, 2024; Defendant altered the flight itinerary, changing the route: DALLAS/TX to RIO DE JANEIRO/BR with 2 connections in ATLANTA/USA and SÃO PAULO/BR. So that Plaintiff would first arrive in São Paulo, Brazil, and then transfer to a connecting flight to Rio de Janeiro.

**TRIP DETAILS 3: Fly DL512 depart at 3:45PM \*delay (Dallas to Atlanta) + Fly DL269 (Atlanta to São Paulo) arrive at 9:00AM + Fly LA3974 depart at 12:10PM (São Paulo to Rio de Janeiro) arrive at 1:30PM**

Upon the itinerary change, Plaintiff contacted the hospital in Rio de Janeiro to inform them of the altered travel schedule and delay, as the new estimated arrival time was 2:00 PM on December 29th, 2024, instead of the original 8:20 AM.

Upon arrival at the airport in São Paulo/BR on December 29th, 2024, Plaintiff was denied entry onto the connecting flight to Rio de Janeiro because her name was not listed on the passenger manifest, despite the fact that she had a valid ticket and a confirmed seat on the flight (BOARDING PASS - SEAT 13D - GROUP 5). This was a clear error by Defendant, as the seat had been previously confirmed and marked for her on all portions of the itinerary.

Plaintiff was unable to reach any customer service representatives in the airport, as the customer service desk was closed in the early morning hours, despite the urgency of the situation. Plaintiff repeatedly explained to airport staff that her father's life was at risk and that the doctors were awaiting her arrival to authorize the surgery.

Faced with no other recourse, Plaintiff went to a partner airline's service desk, where she was informed that in order to proceed to Rio de Janeiro, she would need to purchase a new ticket for the São Paulo-Rio de Janeiro segment. Despite the distress caused, Plaintiff purchased a new flight for the São Paulo to Rio de Janeiro segment at an additional cost of \$675.00.

**TRIP DETAILS 4: Fly LA3366 depart at 1:35PM\*delay (São Paulo to Rio de Janeiro) arrive at 4:20PM**

Due to the delay in Plaintiff's arrival, she was only able to authorize the medical procedure for her father at 6:00 PM on Sunday, December 29th, 2024. Unfortunately, the delay caused her father's condition to worsen, and the procedure became extremely high-risk, eventually rendering it impossible to perform.

After receiving medical advice to extend her stay, Plaintiff was forced to change her return flight to January 2, 2025, at an additional cost of \$1,079.41.

**TRIP DETAILS 5: Fly UA128 depart at 9:35AM (Rio de Janeiro to Houston) + Fly UA4952 (Houston to Shreveport) arrive at 11:31AM** - *The plaintiff subsequently changed this flight plan upon hearing the news of her father's death, however the costs of this change are not the subject of this action.*

Tragically, Plaintiff's father passed away before the surgery could be performed, leading to immense emotional and psychological distress, as well as an undeniable financial burden caused by the delay and errors of Defendant.

As a direct result of Defendant's actions and omissions, Plaintiff suffered substantial material damages in the amount of \$1,754.41 comprising the additional ticket cost and the flight change fee.

Furthermore, Plaintiff endured severe emotional distress, mental anguish, and psychological harm, as she was deprived of the opportunity to authorize a timely medical procedure that may have saved her father's life. This distress was compounded by the failure of Defendant to rectify the situation in a timely and adequate manner.

#### **IV. CAUSES OF ACTION**

##### **COUNT I – BREACH OF CONTRACT (Failure to Honor Passenger Reservation)**

Plaintiff incorporates by reference all the preceding paragraphs as though fully set forth herein.

Defendant breached the contract of carriage by failing to provide the services as promised, including the failure to ensure Plaintiff's name was on the list of passengers for the São Paulo to Rio de Janeiro segment of the flight.

As a result of Defendant's breach of contract, Plaintiff has suffered material damages in the form of additional expenses for new tickets and flight changes.

**COUNT II – NEGLIGENCE (Failure to Act with Reasonable Care)**

Plaintiff incorporates by reference all the preceding paragraphs as though fully set forth herein.

Defendant's failure to properly manage Plaintiff's flight reservation, and the failure to ensure that Plaintiff was allowed to board the flight in São Paulo, constitutes negligence.

Defendant owed Plaintiff a duty of care as a customer and breached this duty by not taking reasonable steps to rectify the situation in a timely manner, causing Plaintiff to miss the opportunity to authorize the necessary surgery for her father.

As a direct result of Defendant's negligence, Plaintiff has suffered substantial emotional and psychological distress, in addition to financial losses.

**COUNT III – EMOTIONAL DISTRESS AND CONSEQUENTIAL DAMAGES**

Plaintiff incorporates by reference all the preceding paragraphs as though fully set forth herein.

Defendant's actions and omissions caused Plaintiff significant emotional distress, anxiety, and sorrow, well beyond the realm of typical inconvenience.

Plaintiff requests that this Court award her damages for emotional distress in the amount of no less than \$250,000.00, based on the severe psychological impact this incident had on her life and the tragic death of her father.

**V. EXHIBITS**

Exhibit A: Original flight ticket (Dallas to Rio de Janeiro) / TRIP DETAILS 1

Exhibit B: Flight itinerary changes / TRIP DETAILS 2, TRIP DETAILS 3 and TRIP DETAILS 5

Exhibit C: Proof of new ticket purchase for São Paulo/BR to Rio de Janeiro/BR / TRIP DETAILS 4

Exhibit D: Proof of additional costs for flight changes

**VI. CASE LAW CITATION**

In similar cases, courts have awarded significant damages for emotional distress caused by the negligent actions of airlines. For example, in *Jones v. American Airlines*, 544 F.3d 45 (5th Cir. 2008), the court upheld an award of over \$200,000 in damages for emotional distress, citing the airline's negligence in mishandling the passenger's travel and causing substantial psychological harm. This case supports the claim that emotional distress damages in excess of \$200,000 are warranted in situations where the airline's actions cause severe, life-altering consequences to the passenger.

**VII. PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests that this Court:

Award Plaintiff damages in the amount of \$1,754.41 for the material costs incurred due to Defendant's breach of contract and negligence.

Award Plaintiff \$250,000.00 for the severe emotional, psychological, and moral distress caused by Defendant's actions.

Award Plaintiff any further relief the Court deems just and proper, including attorney's fees, costs, and interest as allowed by law.

Respectfully submitted,

Marcia Bayer / *PRO SE* 

Email: marciabayer2@gmail.com

≡ M Gmail

Q delta

X E

② ⌂

Escrever



Manage My Booking

Caixa de entrada 1.100

Com estrela

Adiados

Enviados

Rascunhos 20

Mais

**Marcadores**

ADV USA

ARQUIVO PROCES... 3

BB AMERICAS E CARTÃ...

condominio 1

CONTAS BRASIL

CURSO DE INGLÊS

**Itinerary****Departure**

Dallas (DAL Terminal 1) to Atlanta (ATL Terminal S)

Sat, Dec 28, 03:45 PM - Sat, Dec 28, 06:45 PM



Airline confirmation: HYSU4H Delta Air Lines DL-512

Cabin: Basic Economy

Flight time - 2h

Layover: 2h 5m

Atlanta (ATL Terminal I) to Rio De Janeiro (GIG Terminal 2)

Sat, Dec 28, 08:50 PM - Sun, Dec 29, 08:20 AM



Airline confirmation: HYSU4H Delta Air Lines DL-61

Cabin: Basic Economy

Flight time - 9h 30m

Total trip time: 13h 35m

**Exhibit  
A**

☰ Gmail

Q united

X

① ⌂

Escrever



7 de muitas

Caixa de entrada 1.099

## Your United Airlines booking confirmation – CE82RX Caixa de entrada ×

Com estrela

São Paulo a Houston – UA 63

Adiados

30 de dez. de 2024, 22:15–31 de dez. de 2024, 05:10

Enviados

Partida

Rascunhos 20

30 de dez. de 2024, 22:15

Nome do passageiro

Mais

Chegada

Marcia Bayer

31 de dez. de 2024, 05:10

Número de confirmação

Assento

CE82RX

Marcadores

Duração do voo

ADV USA

9 h e 55 min

ARQUIVO PROCES... 3

Isto está certo? ⏺ ⓘ

BB AMERICAS E CARTĀ...

condomínio 1

Houston a Shreveport – UA 4952

CONTAS BRASIL

31 de dez. de 2024, 10:15–11:31

CURSO DE INGLÊS

Exhibit  
B2



Marcia Bayer <marciabayer2@gmail.com>

## Check in now for your flight to Shreveport

1 mensagem

United Airlines <notifications@united.com>  
Para: MARCIABAYER2@gmail.com

29 de dezembro de 2024 às 22:30



## Check in now for your flight to Shreveport

It's time to check in for your flight to Shreveport.

Here are your trip details:

10:15 p.m. December 30	UA63	5:10 a.m. December 31
São Paulo (GRU)		Houston (IAH)
10:15 a.m. December 31	UA4952	11:31 a.m. December 31
Houston (IAH)		Shreveport (SHV)

Check-in

Confirmation number: CE82RX

Check in and add bags at home to get your digital boarding pass and skip the extra wait at the airport.

[Reservations](#)

[Deals & offers](#)

[MileagePlus®](#)

[My account](#)



© 2024 United Airlines. All rights reserved. United Airlines, Inc. 233 S. Wacker Drive Chicago, IL 60606

[Contact us](#) | [Email preferences](#) | [Privacy policy](#)

A STAR ALLIANCE MEMBER 

**DELTA**  
BAYER/MARCIA CRISTIN

LLHADOBP  
FLIGHT DATE CLASS ORIGIN  
DL269 28DEC G ATLANTA  
OPERATOR PREMIUM DESTINATION  
DELTA AIR LINES INC SÃO PAULO

DEPARTURE GATE E11 \*\*SUBJECT TO CHANGE\*\*

**DOCS-OK**

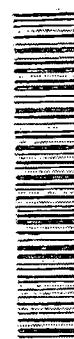
BGN  
ATL322

BOARDING PASS

2 006 7198996680 3  
HYSU4H

SEAT  
**49G**

DEPARTS 1005P  
BRD TIME 910P  
ZONE 6



BOARDING PASS  
BAYER/MARCIA CRISTIN

SEAT  
**49G**

FLIGHT DATE  
DL269 28DEC  
ORIGIN  
ATLANTA  
DESTINATION  
SAO PAULO  
OPERATED BY DELTA AIR LINES INC

BGN  
ATL322

ATL27FF39/AH



BOARDING PASS

B 006 7146196680  
HYSUJH

DATE CLASS ORIGIN  
74 29DEC Y SAO PAUL  
DESTINATION RIO DE JANEIRO, BRAZIL

DEPARTURE GATE SEE AIRPORT MONITOR

SEAT  
13D

SEAT  
13D  
FLIGHT DATE LA3974 29DEC  
ORIGIN SAO PAULO  
DESTINATION RIO DE JAN-SANT  
CLASS SDU  
LA3974/29DEC/SDU-SDU

LA118

LA118



Marcia Bayer <marciabayer2@gmail.com>

## Check in now for your flight to Shreveport

1 mensagem

United Airlines <notifications@united.com>  
Para: MARCIABAYER2@gmail.com

31 de dezembro de 2024 às 22:11



## Check in now for your flight to Shreveport

It's time to check in for your flight to Shreveport.

Here are your trip details:

9:55 p.m. January 1	UA128	5:35 a.m. January 2
Rio de Janeiro (GIG)		Houston (IAH)
10:15 a.m. January 2	UA4952	11:31 a.m. January 2
Houston (IAH)		Shreveport (SHV)

Check-in

Confirmation number: CE82RX

Check in and add bags at home to get your digital boarding pass and skip the extra wait at the airport.

Reservations

Deals & offers

MileagePlus®

My account

Exhibit

B5



© 2024 United Airlines. All rights reserved. United Airlines, Inc. 233 S. Wacker Drive Chicago, IL 60606

[Contact us](#) | [Email preferences](#) | [Privacy policy](#)

A STAR ALLIANCE MEMBER 

Boarding Pass/Tarjeta De Embarque/ Cartão De Embarque

BAYER/MARCIA

Flight/Voo/Voo

Date/Fecha/Data

LA 3366

29DEC

OPR: LATAM AIRLINES BRASIL  
From/Diende/De

SAO PAULO GUARULH

At Gate/En Puenta

No Portao

Departure/Salida/Partida

13:35

To/Ide/Para

RIO JANEIRO GIG

209

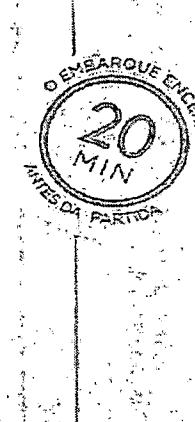
GRUPO 5

Reserv/Reserva

CABFLL

A/A Las  
© AS 12:50

244 /60 ET



• LATAM

BAYER/MARCIA

LA 3366 29DEC 244

OPR: LATAM AIRLINES BRASIL  
From/Diende/De

GRU

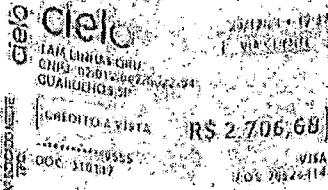
SAO PAULO/GUARULH/ASSUNCAO

60

60

ESTACIONAMENTO

Exhibit  
D.



Boarding Pass/Tarjeta De Embarque/ Cartão De Embarque  
2213295574 4

\*\*\* ELECTRONIC TICKET \*\*\* PASSENGER RECEIPT 1/6 1

Flight/Vuelo/Voo Date/Fecha/Дата Departure/Saída/Partida Record/Reserva  
29DEC23 5709130 BR

BAUER/MARCIA 0

NOT VALID FOR RETAIN THIS RECEIPT FROM DEPARTURE THROUGH YOUR JOURNEY\*\*  
TRANSPORTATION\*\* THROUGHOUT YOUR JOURNEY\*\*

At Gate/En Pueda A/Atas CGDFLL  
No Portão ④ As

BRL 2675.24 XTC  
BR 31.44 \*\*\*\*\*  
BRC 2706.60. 957 2213295574 6  
\*\*\*\*\*DUPLICATE\*\*\*\*\*

Boarding Pass/Tarjeta De Embarque/ Cartão De Embarque  
\*\*\* NOT VALID FOR TRAVEL \*\*\*  
\*\*\* ELECTRONIC TICKET \*\*\* NBR 957 2213295574

Flight/Vuelo/Voo Date/Fecha/Дата Departure/Saída/Partida Record/Reserva  
BAUER/MARCIA 0

29DEC SUNDAY CGDFLL To/Para  
LU SAO PAULO GUARULHOS 1335 FLT3366 ECONOMY  
ABR 30 RTD PIANTEIRO GIG 1435 SEAT Q60 FOOD FOR PUR  
OPERATED BY LATAM AIRLINES BRASIL ④ As

NOT VALID FOR  
TRANSPORTATION

Exhibit  
# 46  
*D2*

Marcia Bayer &lt;marciabayer2@gmail.com&gt;

**eTicket Itinerary and Receipt for Confirmation CE82RX**

3 mensagens

United Airlines <Receipts@united.com>  
Para: MARCIABAYER2@gmail.com

30 de dezembro de 2024 às 09:11



Mon, Dec 30, 2024

**Thank you for choosing United.**

A receipt of your purchase is shown below. Please retain this email receipt for your records.

Get ready for your trip: Visit the Travel-Ready Center, your one-stop digital assistant, to find out about important travel requirements specific to your trip.

Confirmation Number:

**CE82RX**

Flight 1 of 2 UA128

Class: United Economy (H)

Wed, Jan 01, 2025

Thu, Jan 02, 2025

**09:55 PM****05:35 AM**

Rio de Janeiro, BR (GIG)

Houston, TX, US (IAH)

Flight 2 of 2 UA4952

Class: United Economy (H)

Thu, Jan 02, 2025

Thu, Jan 02, 2025

**10:15 AM****11:31 AM**

Houston, TX, US (IAH)

Shreveport, LA, US (SHV)

Flight Operated by COMMUTEAIR DBA UNITED EXPRESS.

## Traveler Details

BAYER/MARCIACRISTINADASILVA

eTicket number: **0162446918717**

Seats: GIG-IAH 47D

**IAH-SHV -----**

## Purchase Summary

Method of payment:

Miscellaneous Document  
Visa ending in 2067  
Mon, Dec 30, 2024

Date of purchase:

Airfare:  
U.S. Transportation Tax:  
U.S. Immigration User Fee:  
U.S. Customs User Fee:1020.00  
22.20  
7.00  
7.20

.Passenger Civil Aviation Security Lice Fee: #: 47  
U.S. Passenger Facility Charge:

5.60  
4.50

Total Per Passenger: 1079.41 USD

**Total:** 1079.41 USD

### Additional Collection

An additional amount of **450.20 USD** for the difference in fare was charged to Visa ending in 2067 on Mon, Dec 30, 2024.

### Payment Info

Remaining value of your previous ticket numbers 0162446224919 was applied to this purchase.

### Fare Rules

Additional charges may apply for changes in addition to any fare rules listed.

NRF-BE/NOCHGDAFTDPT/NOASR

### Baggage allowance and charges for this itinerary

Origin and destination for checked baggage	1st bag charge	2nd bag charge	1st bag weight and dimensions	2nd bag weight and dimensions
Wed, Jan 01, 2025 Rio de Janeiro, BR (GIG - Galeão) to Shreveport, LA, US (SHV)	70.00 USD	100.00 USD	50lbs(23kg) - 62in(157cm)	50lbs(23kg) - 62in(157cm)

### Important Information about MileagePlus Earning

- Accruals vary based on the terms and conditions of the traveler's frequent flyer program, frequent flyer status, and the selected itinerary. United MileagePlus® mileage accrual is subject to the rules of the MileagePlus program. Once travel has started, accruals will no longer display. You can always view your MileagePlus account for posted accrual.
- You can earn up to 75,000 award miles per ticket. The 75,000 award miles cap may be applied to your posted flight activity in an order different than shown. Accrual is only displayed for MileagePlus members who choose to accrue to their MileagePlus account.

### International eTicket Reminders

- Check-In Requirement** - Bags must be checked and boarding passes obtained at least 60 minutes prior to scheduled departure. Baggage will not be accepted and advance seat assignments may be canceled if this condition is not met.
- Boarding Requirement** - Passengers must be prepared to board at the departure gate with their boarding pass at least 30 minutes prior to scheduled departure.
- Failure to meet the **Boarding Requirements** may result in cancellation of reservations, denied boarding, removal of checked baggage from the aircraft and loss of eligibility for denied boarding compensation.
- Bring this eTicket Receipt along with photo identification, proof of citizenship, passport and/or visa to the ticket lobby for check-in.
- The FAA now restricts carry-on baggage to one bag plus one personal item (purse, briefcase, laptop computer, etc.) per passenger. The fare rules for your ticket may restrict your carry-on baggage allowance even further.
- For up to the minute flight information, sign-up for our Flight Status Updates or call 1-800-824-6200; in Spanish 1-800-426-5561.
- If flight segments are not flown in order, your reservation will be cancelled. Rebooking will be subject to the fare rules governing your ticket.
- For the most current status of your reservation, go to our Flight Status page.
- Your eTicket is non transferable and valid for 1 year from the issue date unless otherwise noted in the fare rules.
- International taxes and fees may be collected at your departure airport.

### Data Protection Notice

Your personal data will be processed in accordance with the applicable carrier's privacy policy and if your booking is made via a reservation system provider ("GDS"), with its privacy policy. These are available at <http://www.iatatravelcenter.com/privacy> or from the carrier or GDS directly. You should read this documentation, which applies to your booking and specifies, for example, how your personal data is collected, stored, used, disclosed and transferred.

### Customer Care Contact Information

## Hazardous materials

Federal law forbids the carriage of hazardous materials on board aircraft in your luggage or on your person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Common examples of hazardous materials/dangerous goods include spare or loose lithium batteries, fireworks, strike-anywhere matches, aerosols, pesticides, bleach and corrosive materials. Additional information can be found on:

[united.com restricted items page](#)

[FAA website Pack Safe page](#)

[TSA website Prohibited Items page](#)

## Refunds Within 24 Hours

When you book and ticket a reservation through [unitec.com](#), the United mobile app, the United Customer Contact Center, at our ticket counters or city ticket offices, or if you use MileagePlus® miles to book an award ticket, we will allow you to cancel the ticketed reservation without penalty and receive a 100 percent refund of the ticket price to the original form of payment if you cancel the reservation within 24 hours of purchase and if the reservation is made one week or more prior to scheduled flight departure.

## Disinsection Notice

Certain countries require that the passenger cabins of aircraft be treated with insecticides. For additional information and a list of those countries, please visit the U.S. Department of Transportation's disinsection website.

## IMPORTANT CONSUMER NOTICES

**Changes/Cancellations** - Most tickets, other than Basic Economy tickets or those for travel originating outside the United States, other than for travel between the United States and Mexico or the Caribbean, may be changed to a different itinerary, or cancelled and the value of the ticket retained so that it can be applied to a new ticket, without a change fee. Such change or cancellation must be made prior to the scheduled departure time. Travelers making changes will be responsible for the fare difference if the new itinerary has a higher fare than the original ticketed itinerary. Regarding non-refundable tickets, if the new itinerary has a lower fare than the original ticketed itinerary, changes can be made without charge, but the traveler is not entitled to any residual value. United may, in its sole discretion, provide partial or full residual credit under certain circumstances. A change fee may apply for changes or cancellations made to tickets for travel originating outside the United States, other than for travel between the United States and Mexico or the Caribbean. Policies concerning your ability to make reservation changes and cancellations and any fees associated with such changes can be found at [Important travel notices | United Airlines](#).

**Notice of Baggage Liability Limitations** - For domestic travel between points within the United States (except for domestic portions of international journeys), United's liability for loss of, damage to, or delay in delivery of a customer's checked baggage is limited to \$3,800 per ticketed customer unless a higher value is declared in advance and additional charges are paid (not applicable to wheelchairs or other assistive devices). For such travel, United assumes no liability for high value, fragile, perishable, or otherwise excluded items; excess valuation may not be declared on certain types of valuable articles. Further information may be obtained from the carrier. For international travel governed by the Warsaw Convention (including the domestic portions of the trip), maximum liability is approximately 640 USD per bag for checked baggage, and 400 USD per passenger for uncheck baggage. For international travel governed by the Montreal Convention (including the domestic portions of the trip), maximum liability is 1,288 SDRs per passenger for baggage, whether checked or uncheck. For baggage lost, delayed, or damaged in connection with domestic travel, United requires that customers provide preliminary notice within 24 hours after arrival of the flight on which the baggage was or was to be transported and submit a written claim within 45 days of the flight. For baggage damaged or delayed in connection with most international travel (including domestic portions of international journeys), the Montreal Convention and United require customers to provide carriers written notice as follows: (a) for damaged baggage, within seven days from the date of receipt of the damaged baggage; (b) for delayed baggage, within 21 days from the date the baggage should have been returned to the customer. Please refer to Rule 28 of United's Contract of Carriage for important information relating to baggage and other limitations of liability.

**Notice of Incorporated Terms** - Transportation is subject to the terms and conditions of United's Contract of Carriage, which are incorporated herein by reference. Incorporated terms may include, but are not limited to: 1. Limits on liability for personal injury or death of the customer, and for loss, damage, or delay of goods and baggage, including high value, fragile, perishable, or otherwise excluded items. 2. Claims restrictions, including time periods within which customers must file a claim or bring an action against the carrier. 3. Rights of the carrier to change terms of the contract. 4. Rules about reconfirmation of reservations, check-in times, and refusal to carry. 5. Rights of the carrier and limits on liability for delay or failure to perform service, including schedule changes, substitution of an alternate air carrier or aircraft, and re-routing. The full text of United's Contract of Carriage is available at [united.com](#) or you may request

United States, to receive free of charge ... mail or other delivery service the full text of United's Contract of Carriage.

**Notice of Certain Terms** - If you have purchased a restricted ticket, depending on the rules applicable to the fare paid, one or more restrictions including, but not limited to, the following may apply to your travel: (1) the ticket may not be refundable but can be exchanged for a fee for another restricted fare ticket meeting all the rules/restrictions of the original ticket (including the payment of any difference in fares); (2) a fee may apply for changing/canceling reservations; or (3) select tickets may not be eligible for refunds or changes even for a fee; (4) select tickets have no residual value and cannot be applied towards the purchase of future travel; or (5) travel may be restricted to specific flights and/or times and a minimum and/or maximum stay may be required. United reserves the right to refuse carriage to any person who has acquired a ticket in violation of any United tariffs, rules, or regulations, or in violation of any applicable national, federal, state, or local law, order, regulation, or ordinance. Notwithstanding the foregoing, you are entitled to a full refund if you cancel a ticket purchased at least a week prior to departure within 24 hours of purchase.

**Notice of Boarding Times** - For Domestic flights, customers must be at the boarding gate at least 15 minutes prior to scheduled departure. For International flights, customers must be at the boarding gate at least 30 minutes prior to scheduled departure. The time limits provided by United in this Notice are minimum time requirements. Customer and baggage processing times may differ from airport to airport. Please visit [united.com](http://united.com) for information regarding airport-specific boarding times. It is the customer's responsibility to arrive at the airport with enough time to complete check-in, baggage, and security screening processes within these minimum time limits. Please be sure to check flight information monitors for the correct boarding gate and the departure time of your flight. Failure to be at the boarding gate by the required time could result in the loss of your seat without compensation, regardless of whether you are already checked in or have a confirmed seat and boarding pass.

**Advice to International Passengers on Carrier Liability** - Passengers on a journey involving an ultimate destination or a stop in a country other than the country of departure are advised that international treaties known as the Montreal Convention, or its predecessor, the Warsaw Convention, including its amendments, may apply to the entire journey, including any portion thereof within a country. For such passengers, the treaty, including contracts of carriage embodied in applicable tariffs, governs, and may limit the liability of the Carrier in respect of death or injury to passengers, and for destruction or loss of, or damage to, baggage, and for delay of passengers and baggage.

**Notice - Overbooking of Flights** - Airline flights may be overbooked, and there is a slight chance that a seat will not be available on a flight for which a person has a confirmed reservation. If the flight is overbooked, no one will be denied a seat until airline personnel first ask for volunteers willing to give up their reservation in exchange for compensation of the airline's choosing. If there are not enough volunteers, the airline will deny boarding to other persons in accordance with its particular boarding priority. With few exceptions, including failure to comply with the carrier's check-in deadlines, which are available upon request from the air carrier, persons denied boarding involuntarily are entitled to compensation. The complete rules for the payment of compensation and each airline's boarding priorities are available at all airport ticket counters and boarding locations. *Some airlines do not apply these consumer protections to travel from some foreign countries, although other consumer protections may be available. Check with your airline or your travel agent.*



Copyright © 2024 United Airlines, Inc. All Rights Reserved

#### E-mail Information

Please do not reply to this message using the "reply" address.

The information contained in this email is intended for the original recipient only.

[View our Privacy Policy](#)

[View our Legal Notices](#)



domingo, 29 de dezembro de 2024 · Editar  
09:01

20241229\_120147.jpg  
/Armazenamento interno/DCIM/Camera

**Samsung SM-A528B**

4,25 MB | 3468x4624 16MP  
ISO 100 | 25mm 0,0ev F1,8 1/50 s

# Adicionar etiqueta

III

O

<

Exhibit  
E



**domingo, 29 de dezembro de 2024 ·** Editar  
**09:00**

20241229\_120057.jpg  
/Armazenamento interno/DCIM/Camera

**Samsung SM-A528B**

5,32 MB 3468x4624 16MP  
ISO 200 25mm 0,0ev F1,8 1/100 s

# Adicionar etiqueta



Exhibit  
F



CAXIAS D'OR  
HOSPITAL



Registro:	Evaldeci Manhaes Bayer		
Nome Social:			
D. Nascimento:	09/07/1950	Idade:	74 anos 11 m 28d
CPF:	285.895.487-91	Sexo:	Masculino
Dt/Hr Admissao:	07/12/2024 16:58	Lelto:	UM229
Registro:	4515246	Prontuario:	000043227
Convénio/Plano:	Saude Petrobras / Saude Petrobras		
Setor:	MERITI - UTI ADULTO 2 AND		
LAUDO			

I CERTIFY THAT MRS. MARCIA CRISTINA DA SILVA BAYER HAS BEEN ASSISTING HER FATHER, THE ABOVE PATIENT (EVALDECI MANHAS BAYER), DAILY DURING ADMISSION IN THE INTENSIVE CARE UNIT AT CAXIAS D'OR HOSPITAL (DUQUE DE CAXIAS - RIO DE JANEIRO - BRAZIL) DUE TO THE SEVERITY OF THE CONDITION SINCE 12/29/2024 TO PRESENT DATA (01/01/2025). I DECLARE YOUR DAILY STAY IN THE HOSPITAL UNIT DURING THIS PERIOD IN BRAZIL FOR WORK LICENCE IN THIS PERIOD.

Dt/Hr Afec: 01/01/2025 17:08

Dr. Matheus Anselmini  
CRM RJ 01242407

MATHEUS ANSELMINI  
CRM: 01242407 - RJ

Exhibit

G

Poder Judiciário - TJERJ  
Corregedoria Geral da Justiça  
Selo de Fiscalização Eletrônico:  
**EEVR67833-QNP**  
Consulta a validade do selo em:  
<https://www3.tj.rj.jus.br/sirepublico>



REPÚBLICA FEDERATIVA DO BRASIL  
REGISTRO CIVIL DAS PESSOAS NATURAIS

Exhibit H

CERTIDÃO DE ÓBITO

NOME:  
**EVALDECI MANHÃES BAYER**

CPF: 285.895.487-91

MATRÍCULA: 092478 01 55 2025 4 00336 279 0123245 27

SEXO: Masculino

COR: Branca

ESTADO CIVIL E IDADE: Casado, 74 anos

NATURALIDADE:

Estado do Rio de Janeiro

DOCUMENTO DE IDENTIFICAÇÃO:

RG nº 045474244 DETRAN/RJ

ELEITOR  
Sim

FILIAÇÃO E RESIDÊNCIA

Filho de PEDRO JOSÉ BAYER e de ELZA MANHÃES BAYER. Residência do falecido: Avenida Perimetral Curupaiti, nº 365, apto 101, Jardim Vinte e Cinco de Agosto, Duque de Caxias-RJ

DATA E HORA DE FALECIMENTO

Dois de janeiro de dois mil e vinte e cinco, às 4h40min

DIA  
02

MÊS  
01

ANO  
2025

LOCAL DE FALECIMENTO: Hospital Caxias Dor, Duque de Caxias-RJ

CAUSA DA MORTE

CHOQUE SEPTICO, PNEUMONIA BRONCOASPIRATÓRIA, DEMÉNCIA AVANÇADA, DOENÇA DE PARKINSON, DIABETES MELITUS, CORONARIOPATIA

SEPUITAMENTO / CREMAÇÃO:

CEMÍTERIO CREMATÓRIO MEMORIAL DO RIO - R. Francisco De Souza e Melo, 102 – Cordovil, Rio de Janeiro / RJ

DECLARANTE

MARCIA CRISTINA DA SILVA BAYER

NOME E N.º DE DOCUMENTO DO(S) MÉDICO(S) QUE ATESTOU(ARAM) O ÓBITO

ISABELA GOMES RODRIGUES DE MACÉDO CRM 520-13327-

AVERBACÕES / ANOTAÇÕES A ACRESER

Não deixou bens nem testamento, era eleitor, deixou dois filhos maiores. APRESENTOU CERTIDÃO DE CASAMENTO Declaração de óbito nº 37648978-2, estado civil casado com/de EDNA MARIA DA SILVA BAYER. Certidão de casamento: Duque de Caxias - Ofício do RCPN 1º Distrito 1ª Circunscrição-RJ, livro B-AUX-22, folha 44, termo 12350. Ato registrado no livro C-336, as folhas 279, sob o nº 123245. Data do registro: 02 de janeiro de 2025. Profissão do falecido: APOSENTADO. Data de nascimento do falecido: 09 de janeiro de 1950.

ANOTAÇÕES DE CADASTRO

TIPO DOCUMENTO	NÚMERO	DATA EXPEDIÇÃO	ÓRGÃO EXPEDIDOR	DATA DE VALIDADE
RG	045474244	27/05/2010	DETRAN/RJ	

CEP Residencial: 26075-075

\* As anotações de cadastro acima não dispensam a apresentação do documento original, quando exigida pelo órgão solicitante.

REGISTRO CIVIL DAS PESSOAS NATURAIS

DO 1º DISTRITO DE DUQUE DE CAXIAS-RJ  
OFICIAL: RAPHAEL RODRIGUES RIBEIRO MAT: 90/252

Município: Duque de Caxias-RJ

Rua: Deputado Amílcar Cabral, nº 139, Jardim 25 de Agosto.  
Cep: 25070-370, Telefax: (21)2759-7788.  
Email: cortorjcentrocaxias@gmail.com

Site:

2º Via OS: N° 108379.

O conteúdo da certidão é verdadeiro. Dou fé  
DUQUE DE CAXIAS-RJ, 03 de Janeiro de 2025.

*Maria Luzinete S. da Silva*  
MARIA LUZINETE SOUZA DA SILVA (ESCREVENTE -  
Matr: 94/2166)

Maria Luzinete S. da Silva  
Escrevente  
Mat: 94/2166

Valor Recebido: Isento de Emolumentos

Eu MARIA LUZINETE SOUZA DA SILVA-ESCREVENTE - MATR.94/2166 *(Assinatura)* Dígitai, e Eu  
MARIA LUZINETE SOUZA DA SILVA (ESCREVENTE - MATR.94/2166) *(Assinatura)* Conferi, Subscro e Assino.

BG 000698341 BRP

arpenT RJ  
Registro Civil do Brasil

Clerk of the Court  
SHERRY GRIFFIS  
200 W. Houston, Ste. 234  
Marshall, Texas 75670

**COPY**  
#. 55 Attorney for Plaintiff  
Marcia Bayer  
Pro-Se

**NOTICE TO DEFENDANT:** "You have been sued. You may employ an attorney. If you or your attorney does not file a written answer with the clerk who issued this notice by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this notice and petition, a default judgment may be taken against you."

**THE STATE OF TEXAS**

**TO: DELTA AIRLINES**  
**REGISTERED AGENT: CORPORATION SERVICE COMPANY (CSC)**  
1201 HAYS STREET  
TALLAHASSEE, FL 32301-2525  
OR WHEREVER THEY MAY BE FOUND

GREETING:

**WHEREAS**, MARCIA BAYER, of the County of Harrison, State of Texas, did on the 2<sup>nd</sup> day of JUNE, 2025, file in the 71<sup>st</sup> District Court of Harrison County, Texas, in **Suit No. 25-0369** on the Civil Docket of said Court, wherein MARCIA BAYER, petitioner and DELTA AIRLINES, respondent, and alleges as follows:

**"ORDER GRANTING MOTION FOR SPECIAL SETTLEMENT CONFERENCE"**

**AND WHEREAS**, The Hon. BRAD MORIN, Judge of said Court, has entered the following order, to-wit:

"See attached"

**AND WHEREAS**, the said **"ORDER GRANTING MOTION FOR SPECIAL SETTLEMENT CONFERENCE"** will be heard by the said Court, at Marshall, Texas, on the **1<sup>st</sup> day of JULY, 2025, at 10:30 o'clock a.m..**

THESE ARE, THEREFORE, to require you to appear at the time and place as above stated, and answer said **"ORDER GRANTING MOTION FOR SPECIAL SETTLEMENT CONFERENCE"** showing cause, if any you can, why same should not be granted. Given under my hand and seal of said Court, at office in Marshall, Texas this the 2<sup>nd</sup> day of JUNE, 2025.

SHERRY GRIFFIS  
Harrison County District Clerk  
71<sup>st</sup> District Court  
by *[Signature]* Deputy

**OFFICER/AUTHORIZED PERSON RETURN**

Came to hand on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_. Executed at \_\_\_\_\_ in \_\_\_\_\_ County, Texas, by delivering to \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_. in person, a true copy of this notice with a true and correct copy of the show cause order attached thereto having first endorsed on such copy of said notice the date of delivery.

To certify which I affix my hand officially this \_\_\_\_\_ day of \_\_\_\_\_.

Fee: \$ \_\_\_\_\_

\_\_\_\_\_  
of \_\_\_\_\_ County, Texas  
by \_\_\_\_\_ deputy

Affiant

On this day, \_\_\_\_\_, known to me to be the person whose signature appears on the foregoing return, personally appeared. After being duly sworn, he/she stated that this citation was executed by him/her in the exact manner recited on the return.

SWORN TO AND SUBSCRIBED BEFORE ME ON \_\_\_\_\_.

Notary Public

**ORDER GRANTING MOTION FOR SPECIAL SETTLEMENT CONFERENCE**

HARRIS COUNTY, TEXAS  
CLERK'S OFFICE  
SHERIFF'S OFFICE

2025 JUN -2 AM 9:48

On this day, the Court considered Plaintiff's Motion for Special Settlement Conference. Having considered the motion, the Court finds that it is well-taken and should be GRANTED.

By *Joe Rightover*  
DEPUTY

IT IS THEREFORE ORDERED that a special settlement conference is hereby scheduled for the following date and time:

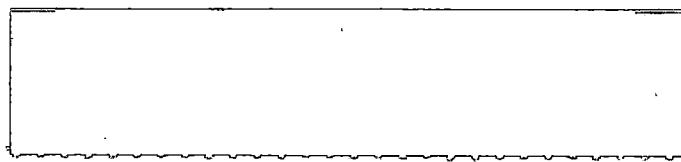
Date: 7/1/25

Time: 10:30 AM

Location: 71st District Courtroom, Harrison CO., Texas

SO ORDERED on this 2 day of JUNE, 2025.

JUDGE PRESIDING



Sherr

District  
Harrison Cou.  
200 West Houston, Ste 234  
Marshall, Texas 75670

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL

# 58



9589 0710 5270 0335 6152 04

FIRST-CLASS



US POSTAGE PITNEY BOWES  
ZIP 75670 \$ 011.82<sup>0</sup>  
02 7W  
0008037780 JUN 03 2025

Delta Airlines  
Registered Agent: Corporation  
Service Company (CSC)  
1201 NAYS Street  
TALLAHASSEE, FL 32301-2525  
OR wherever They MAY Be Found